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Or by printed circulars. *Central Railroad Co. v. Cheatham*, 85 Ala. 292, 4 So. 828, 7 Am. St. Rep. 48. Nor is it necessary that the offeror be notified of the acceptance of the offer unless it be specially so stipulated in the offer. *Rief v. Page*, *supra*; *Carlill v. Smoke Ball Co.*, *supra*. Mere performance of the terms of the offer is sufficient notice of acceptance. *Carlill v. Smoke Ball Co.*, *supra*; *First National Bank v. Watkins*, 154 Mass. 385, 28 N. E. 275.

There is no contract until the parties are mutually agreed as to its terms. *Creecy v. Grief*, 108 Va. 320, 61 S. E. 769. But the offer remains open until it is revoked or an unreasonable length of time has elapsed since it was made. *Loring v. Boston*, 7 Met. (Mass.) 409; *Mitchell v. Abbott*, 86 Me. 338, 29 Atl. 1118, 41 Am. St. Rep. 559, 25 L. R. A. 503. And if the offer remains unrevoked, at the time of the performance of the act there is a meeting of minds. Consideration is found in the detriment suffered by the one who performed the act upon the faith of the other's promise. *Carlill v. Smoke Ball Co.*, *supra*; *Morse v. Bellows*, 7 N. H. 549, 28 Am. Dec. 372.

For a discussion of the doctrine of consideration in bilateral contracts, see 3 VA. LAW REV. 201.

DEATH—FEDERAL EMPLOYERS' LIABILITY ACT—APPORTIONMENT OF RECOVERY BY JURY.—In an action under the Federal Employers' Liability Act, for the death of an employee, the jury apportioned the damages among the several dependents. The defendant appealed on the ground that the verdict should have been rendered *in solido*. Held, the judgment is affirmed. *Moore v. Director General of Railroads* (N. C.), 102 S. E. 444.

The Federal Employers' Liability Act is substantially like Lord Campbell's Act, except it omits the requirement that the jury should apportion the damages. That omission indicates a legislative intent to depart from the English doctrine and to follow the practice existing in most of the States. *Central Vermont R. Co. v. White*, 238 U. S. 507.

Before the passage of the federal statute, the State courts were not in accord upon the question of apportionment of damages. In some jurisdictions, the court, in which recovery was to be had, was authorized to direct the jury to apportion the damages among the beneficiaries as they deemed just and right. *International, etc., R. Co. v. White*, 103 Tex. 567, 131 S. W. 811; *Norfolk, etc., R. Co. v. Stevens*, 97 Va. 631, 34 S. E. 525. In other jurisdictions, the jury was required to award damages in a gross sum, it being the province of the probate court to distribute the damages. See *In re Stone*, 173 N. C. 208, 91 S. E. 852.

The earliest decisions under the federal statute establish the doctrine that the jury must apportion the damages. *Gulf, etc., R. Co. v. McGinnis*, 228 U. S. 173; *Collins v. Pennsylvania R. Co.*, 148 N. Y. Supp. 777; *Fogarty v. Northern Pac. R. Co.*, 74 Wash. 397, 133 Pac. 609; *Horton v. Seaboard, etc., R. Co.*, 175 N. C. 472, 95 S. E. 883; *Pittsburg, etc., R. Co. v. Collard*, 170 Ky. 239, 185 S. W. 1108. The rule, however, has been modified to the extent that although apportionment is not required, still it is not prohibited. *Central Vermont R. Co. v. White*, *supra*; *Chesapeake, etc., R. Co. v. Kelly*, 241 U. S. 485; *Hadley v. Union Pac. R. Co.*, 99 Neb. 349, 156 N. W. 765; *St. Louis, etc., R. Co. v. Rodgers*, 118 Ark. 263, 176 S. W. 696; *Jones v.*

Kansas City So. R. Co., 143 La. 307, 78 So. 568; *Chafin v. Norfolk, etc., R. Co.*, 80 W. Va. 703, 93 S. E. 822; *Lusk v. Bandy* (Okla.), 184 Pac. 144.

Under the Virginia statute, the amount recovered should be distributed among the beneficiaries as directed by the jury, and if the jury fail to make such distribution, their failure shall be corrected by the trial court at any time before judgment is entered. Va. Code, 1919, § 5788. "The manner in which the damages are to be distributed is no concern of the defendant, and not under the control of the plaintiff." *Baltimore, etc., R. Co. v. Wightman*, 29 Gratt. (Va.) 441; *Norfolk, etc., R. Co. v. Stevens*, *supra*.

FRAUD—REPRESENTATION INDUCING BAILMENT OF STOLEN GOODS.—The defendant sent certain goods to the plaintiff, his friend, which he asked the plaintiff to keep for him. The defendant represented the goods as being his own, when in fact they had been stolen. The plaintiff, in ignorance of the theft, kept the goods for some days until the defendant removed them. Later the plaintiff was arrested and prosecuted criminally for theft and receiving stolen goods. He then brought an action for damages against the defendant. Held, the plaintiff may recover. *Habeeb v. Daas*, 181 N. Y. Supp. 392.

It is a settled rule of law that the novelty of an action is never reason for denying a plaintiff relief. *Kujek v. Goldman*, 150 N. Y. 176, 44 N. E. 773, 34 L. R. A. 156, 55 Am. St. Rep. 670.

The generally accepted rule is that fraudulent intent, either actual or constructive, is an essential element in an action for fraud. *Hodgkins v. Dunham*, 10 Cal. App. 690, 103 Pac. 351; *Potts v. Lambie*, 142 N. Y. Supp. 795; *Pridgen v. Long* (N. C.), 98 S. E. 451. However, a person is always held to have intended the reasonable consequences of his acts. Actual injury to the defrauded party need not have been intended, for an action to lie. *Coursey v. Morton*, 132 N. Y. 556, 30 N. E. 231; *Hilligas v. Kuns*, 86 Neb. 68, 124 N. W. 925. And in some States it is held that where a statement purporting to be true is false in fact and injury results therefrom, good faith in making such statement is no defense to an action for fraud. *McNair & Dodd v. Norfleet*, 113 Miss. 611, 74 So. 577; *Weinberg v. Ladd* (Mich.), 165 N. W. 711.

Misrepresentation or deceit which does not cause loss or inflict injury upon the plaintiff is not fraud in a legal sense, and no action thereon will lie. *Desmaris v. People's Gaslight Co.* (N. H.), 107 Atl. 491; *Parks v. Smith* (Ore.), 186 Pac. 552. But fraud need not be the sole cause of loss or injury if it is an essential cause. See *Deyo v. Hudson*, 225 N. Y. 602, 122 N. E. 635. Where a misrepresentation is made without fraudulent intent, and the party responsible offers to correct it so that no damage will result, he is not liable for damages in an action for fraud. *Hawkins v. Edwards*, 117 Va. 311, 84 S. E. 654.

For what constitutes false representation, see 4 VA. LAW REV. 677. For measure of damages in actions for fraud, see 1 VA. LAW REV. 163.

MALICIOUS PROSECUTION—PROBABLE CAUSE—ADVICE OF COUNSEL.—Defendant's agent and store manager was informed by trusted employees that